



Sotheby's International Realty, Inc.
650 Madison Avenue
New York, NY 10022
T 212.606.7660
F 212.606.7661
sir.com/nyc

May 8, 2024

Rudolph W. Giuliani
45 East 66th Street, Apt. 10W
New York, NY 10065

Re: 45 East 66th Street, Apt. 10W

EXCLUSIVE RIGHT TO SELL – COOPERATIVE

Dear Mr. Giuliani:

This agreement ("Agreement") sets forth the terms under which you engage our firm, Sotheby's International Realty, a licensed real estate broker (sometimes herein referred to as "SIR"), to act as brokerage agent in the sale of the referenced premises (the "Premises").

1. (a) You authorize SIR to offer the Premises for sale at a price of \$5,700,000 (or such lesser price as you may indicate to SIR, orally or in writing, from time to time) during the period commencing on the date of this Agreement and ending six (6) months thereafter (the "Listing Term"), provided however, if you enter into a contract of sale during the Listing Term for the Premises, all rights and obligations under this Agreement shall automatically extend through the date of the actual closing of the Premises.

(b) You shall confirm the monthly maintenance is \$10,934.00 and number of shares associated with the Premises is 1,430.

2. We will arrange showings by prospective purchasers and you will facilitate these showings in an appropriate manner. We will submit to you all purchase offers and will act in accordance with your instructions with respect to each such offer. SIR will use its own advertising and public relations staff to advertise and promote the Premises through exposure in appropriate publications and/or digital venues.

3. You have advised us that the Premises are not now the subject of a listing agreement with any other broker and you agree that you will not advertise the sale of the Premises or list the Premises with any other broker during the Listing Term. You will refer to us promptly all inquiries concerning the Premises which you may receive.

4. You shall pay a commission as set forth below (the "Commission"). If during the Listing Term a contract is signed to sell the Premises to any person and a closing of the sale of the Premises (a "Closing") occurs at any time with such person, then the Commission will be payable to us at that Closing.

(a) SIR's Commission as the listing firm: 2.5% of the final sales price of the Premises.

(b) Buyer's Broker Commission: 2.5% of the final sales price of the Premises shall be paid to the brokerage firm representing the buyer ("Buyer's Broker"), which may include SIR if the buyer is represented by another agent associated with SIR. This offer may only be modified in writing as agreed upon by the buyer and Buyer's Broker; provided, however, the total Commissions for SIR and the Buyer's Broker will not exceed 5% of the final sales price of the Premises. Buyer's Broker is an intended third-party beneficiary of this Section 4(b) of this Agreement.

(c) Where Serena Boardman is the only agent involved in the transaction, SIR's Commission as the listing firm shall be 4% of the final sales price of the Premises.

(d) The Commission shall be due and payable at the Closing, including whether the Premises are sold to (i) an independent third party; or (ii) to a current lessee of the Premises. Unless and until a Closing shall occur, you will not be obligated to pay us any Commission, provided, however, that if a Closing does not occur or is delayed by reason of your willful default under a fully executed contract of sale then you shall nevertheless pay to us on demand the Commission as if the Closing had occurred and provided, further, that if you retain, or become legally entitled to retain (whether or not you do in fact retain), the deposit paid by the prospective purchaser under a contract of sale, or if you receive any other payment from a prospective purchaser, then you shall pay to us an amount equal to 10% of such deposit or other payment, whichever is greater, with the understanding that the amount so paid to us shall be credited in partial satisfaction of any Commission that may thereafter become payable hereunder.

5. Within seven (7) business days after the expiration of the Listing Term, we shall deliver to you in writing a list of no more than six (6) names of persons who inspected the Premises during the Listing Term. If within ninety (90) days after the expiration of the Listing Term a contract is signed to sell the Premises to a person on said list (or related entity), we shall be entitled to the Commission provided for in paragraph 4 of this Agreement. You represent and warrant that if a new exclusive listing agreement is executed with another real estate broker (the "New Exclusive Broker"), you will notify the New Exclusive Broker of this provision and that SIR may negotiate directly with the Owner with respect to any person on the list during the ninety (90) day protected period.

6. As a member of The Real Estate Board of New York ("REBNY"), we are required to inform all other REBNY member real estate brokers of your Premises ("Co-Broking") and invite their cooperation for sale via the REBNY Listing Service ("RLS") simultaneously with any public dissemination of such exclusive listing unless you specify in writing that you do not wish that the Premises be Co-Brokered through the RLS. Public dissemination includes, but is not limited to, the display of the exclusive listing on our public website, any third-party website, or any other public disclosure of the listing information. You authorize us to invite the cooperation of other real estate brokers and inform them of your compensation instructions, some or all of whom may be acting on behalf of prospective purchasers and may seek to negotiate the amount of the Buyer's Broker commission in connection with a prospective transaction.

7. You represent that you own the Premises and may enter into this Agreement and sell the Premises without any other person's consent. Notwithstanding the foregoing, any sale is subject to approval by the United States Bankruptcy Court for the Southern District of New York. You represent that all information about the Premises that you have provided to us was, and that all such information which you will provide to us will be, true, complete and accurate when provided and that you will not fail to disclose to us any fact which might be material to a prospective purchaser's decision to purchase the Premises or which might be legally required to be disclosed to a prospective purchaser.

8. In consideration of our efforts pursuant to this Agreement, you agree that during the Listing Term you will not enter into any lease, or agreement to lease, with respect to the Premises.

9. In the event that either party shall commence any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to, and the other party shall pay to the prevailing party, its actual costs of such action or proceeding, including actual attorneys' fees.

10. You shall instruct your attorney to include a provision in the contract of sale, which would require that the purchaser allow SIR the right to review and comment on a board package prior to submission to the board of directors of the cooperation or condominium as the case may be.

11. This Agreement (a) shall be governed by the laws of the state in which the Premises are located applicable to contracts made and to be performed wholly in such state, (b) sets forth the entire understanding between us and supersedes all prior agreements or understandings, and (c) cannot be changed, modified or amended, nor can any of its provisions be waived, except by an agreement in writing signed by the party to be charged. If this Agreement is signed by two or more persons as owners of the Premises, the liability of each hereunder shall be joint and several.

12. As used herein, the term "person" shall mean natural persons, partnerships, corporations, trusts and other entities.

This Agreement with SIR provides for an Exclusive Right to Sell listing. By New York State law, we are required to provide the following explanations:

An "Exclusive Right to Sell" listing means that if you, the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.

An "Exclusive Agency" listing means that if you the owner of the property find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

Please sign on the line below to acknowledge your understanding of the foregoing.

Signature

Real estate broker commissions are not set by law and are fully negotiable.

This Agreement is accompanied by separate forms entitled " New York State Disclosure Form for Buyer and Seller" and "New York State Housing and Anti-Discrimination Disclosure Form." You should read and acknowledge this material as provided therein.

YOU ACKNOWLEDGE THAT IT IS UNLAWFUL UNDER APPLICABLE LAW TO DISCRIMINATE ON THE BASIS OF VARIOUS FACTORS AND THAT WE WILL AT ALL TIMES COMPLY WITH FEDERAL, STATE AND NEW YORK CITY LAWS APPLICABLE TO THE PREMISES.

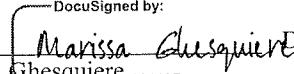
Please sign, date and return the enclosed copy of this Agreement to indicate your acceptance of and agreement to the foregoing.

Very truly yours,

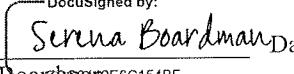
SOTHEBY'S INTERNATIONAL REALTY

ACCEPTED AND AGREED TO

This ____ day of _____ 20____:

DocuSigned by:
By:  Date May 8, 2024 | 3:33:28 PM E
Marissa Chesquiere 1A2E6C149F...
Executive Vice President of Sales – New York City

Signature

DocuSigned by:
By:  Date May 8, 2024 | 4:07:13 PM ED
Serena Boardman 1A2E6C154BF...
Senior Global Real Estate Advisor, Associate Broker